



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

Christian et al.

Application No.: 10/625,645

Filing Date: July 22, 2003

For: "PHARMACEUTICAL DOPAMINE
GLYCOCONJUGATE COMPOSITIONS AND
METHODS OF THEIR PREPARATION"

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)
) Art Unit: 1623
)
) Examiner: Maier, Leigh C.
)
) Confirmation: 9726
)
)
)
)

**REVOCATION OF PRIOR POWER OF ATTORNEY,
APPOINTMENT OF NEW POWER OF ATTORNEY, AND
STATEMENT UNDER 37 C.F.R. § 3.73(b)**

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

NEEDLE & ROSENBERG, P.C.
Customer No. 23859

Sir:

Please revoke all Powers of Attorney previously given and please recognize the identified attorneys/agents to represent the Assignee.

STATEMENT UNDER 3.73(b)

International Medical Innovations, Inc. states that it is the Assignee of the entire right, title, and interest in the above-referenced patent application, as evidenced by the following chain of title:

1. From: Samuel T. Christian
To: International Medical Innovations, Inc.
A copy of which is attached hereto.
2. From: John S. Sundsmo
To: International Medical Innovations, Inc.
A copy of which is attached hereto.



ATTORNEY DOCKET NO. 09172.0006U1
APPLICATION SERIAL NO. 10/625,645

REVOCATION OF PRIOR POWER OF ATTORNEY

As a representative authorized to act on behalf of International Medical Innovations, Inc., I hereby revoke all Powers of Attorney previously given.

NEW POWER OF ATTORNEY

The following attorneys/agents are hereby appointed to represent the above-identified Assignee in connection with all matters pertaining to the above-referenced application, with full power of substitution, association, and revocation, to prosecute said application and to transact all business in the U.S. Patent and Trademark Office connected therewith.

The attorneys/agents associated with Customer Number:

23859

Address all telephone calls to D. Brian Shortell, J.D., Ph.D. at (678) 420-9300.

Address all correspondence to D. Brian Shortell, J.D., Ph.D. at the address of record for the following Customer Number:

23859

The undersigned (whose title is supplied below) is authorized to act on behalf of the Assignee.

INTERNATIONAL MEDICAL INNOVATIONS, INC.

By: 

Michael P. Allen

Title: President

Date: 8/18/06

INVENTOR'S AGREEMENT

THIS INVENTOR'S AGREEMENT (the "Agreement") is made and entered into as of the 29th day of August, 2000, by DR. SAMUEL T. CHRISTIAN ("Inventor") and IMI INTERNATIONAL MEDICAL INNOVATIONS, INC., an Alabama Corporation (the "Company").

WHEREAS, Inventor, who is an employee of IMI, has invented a new and useful improvement in pharmaceutical agents entitled "Novel Pharmaceutical Agents Containing Carbohydrate Moieties And Methods Their Preparation And Use," for which application for letters patent of the United States was filed on April 12, 2000, Serial No. 09-547501, the abstract and summary of which is attached hereto as Exhibit A, ("Invention One"); and

WHEREAS, Inventor has invented another new and useful improvement in pharmaceutical agents entitled "Pharmaceutical Dopamine Glycoconjugate Compositions and Methods of Their Preparation," for which application for letters patent of the United States was filed on April 12, 2000, Serial No. 09-547506, the abstract and summary of which is attached hereto as Exhibit B, ("Invention Two"); and

WHEREAS, Inventor may invent additional new and useful products, for which an application for a patent may or may not made, while this Agreement is in effect (the "Future Inventions");

WHEREAS, Company desires to acquire the Inventor's entire interest in Invention One and Invention Two, and in the Future Inventions, and in any and all of the letters patent to be obtained therefor, and the Inventor is willing to grant, bargain, sell and assign such interest on the terms and conditions recited herein;

NOW THEREFORE, the parties hereto, in consideration of the foregoing premises, which are incorporated herein by reference, the mutual covenants and premises hereinafter contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

1. Assignment of Intellectual Property. Inventor hereby grants, bargains, sells, transfers, conveys, assigns and surrenders to the Company, its successors and assigns, to have and to hold forever, all of his right, title and interest in Invention One and Invention Two including divisions, reissues and continuations for the territory of the United States and its possessions and territories and all foreign countries. Inventor further covenants and agrees for himself, his successors, assigns, heirs, executors and administrators, to warrant and defend the assignment and sale hereby made to the Company against any and every person or persons whomsoever. Inventor represents and warrants to the Company that Inventor owns and/or holds all right, title and interest in and to Invention One and Invention Two including divisions, reissues and continuations for the territory of the United States and its possessions and territories and all foreign countries and no person or entity has any other right, title or interest therein for any location or use. Upon the invention of a Future Invention while this Agreement is in effect, Inventor and the Company agree to enter into an Assignment of Intellectual Property therefor, on terms the same as for Invention One and Invention Two under this Paragraph 1, and under Paragraph 2, below.

2. Letters Patent. Inventor authorizes and requests the Commissioner of Patents and Trademarks to issue the letters patent for Invention One and Invention Two to IMI INTERNATIONAL MEDICAL INNOVATIONS, INC., as assignee of the Inventor's entire interest in the application for said letters patent and any and all United States Letters Patent which may be granted on said application and all United States and foreign letters patent which may be granted on said Invention One and Invention Two including divisions, reissues and continuations. Inventor agrees to communicate to the Company or its representatives or nominees any facts known to the Inventor respecting said Invention One and Invention Two and to testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and generally aid said Company, its successors, assigns, and nominees to obtain and enforce proper patent protection for said invention in all countries.

3. Compensation. In consideration of the aforementioned assignment in Paragraph One and Two hereof the Company, together with its successors and assigns, shall pay to the Inventor, his heirs, successors and assigns, whether or not Inventor is then an employee of the Company, a calendar quarterly bonus equal to three percent (3%) of the Company's gross receipts realized on the cash basis of accounting for the preceding calendar quarter generated in any way by Invention One or Invention Two or the Future Inventions to the extent governed by one or more claims of patent issued in any country or region, which claims have not expired and have not been invalidated or declared unenforceable, to be paid by the twentieth (20th) day of the first month in the next succeeding calendar quarter. As used in this Inventor's Agreement, the "Company's gross receipts" shall mean the Company's gross income, both foreign and domestic.

4. Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Inventor's Agreement shall not affect the validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement by that party or any other party.

5. Severability. The invalidity or unenforceability of any provision in the Inventor's Agreement shall not in any way affect the validity or enforceability of any other provision and this Inventor's Agreement shall be construed in all respects as if such invalid or unenforceability provision had never been in the Inventor's Agreement.

6. Entire Agreement. This Inventor's Agreement contains the entire agreement and understanding by and between the Inventor and the Company with respect to the assignment of Invention One and Invention Two and the Future Inventions, and compensation therefor, and no representations, promises, agreements or understandings, written or oral, relating to the assignment of Invention One and Invention Two and the Future Inventions, and compensation therefor not contained herein shall be of any force or effect.

7. Further Assurances. Each party agrees, promptly upon request, to provide such further assurances and to execute such further documents as the other party reasonably may request for the purpose of evidencing, confirming, effecting, perfecting, preserving, or enforcing the rights, licenses, and obligations of or to either party under this Inventor's Agreement, or for the purpose of giving the public notice thereof worldwide.

8. **Burden and Benefit.** This Inventor's Agreement shall be binding upon, and shall inure to the benefit of, the Company and the Inventor, and each of them, and their respective heirs, personal and legal representatives, successors and assigns.

9. **Governing Law.** This Inventor's Agreement shall be interpreted, construed and governed according to the laws of the State of Alabama and applicable federal law, as applied to contracts executed and performed within the State of Alabama. The parties hereto agree to bring any action or proceeding relating to this Inventor's Agreement, its interpretation, performance, or breach, in the federal or state courts located within that State and in no other forum.

10. **Execution.** This Inventor's Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed and original.

11. **Dispute Resolution.** All disputes between the Inventor and the Company pertaining to the terms and conditions of this Agreement shall be resolved by binding arbitration in accordance with the then commercial arbitration rules of the American Arbitration Association.

12. **Term of Agreement.** This Agreement is effective as of the 29th day of August, 2000, and shall continue in effect until the date when Inventor dies, resigns as an employee of the Company, retires as a full-time employee of the Company, or is terminated by the Company (the "Termination Date"). Nevertheless, following the Termination Date, the Inventor, together with his successors, heirs, assigns and his estate, shall be entitled to the calendar quarterly bonus described in Paragraph 3 hereunder on (i) all Company gross receipts generated in any way by Invention One or Invention Two or the Future Inventions prior to the Termination Date upon which the calendar quarterly bonus has not been previously paid to the Inventor; and (ii) all Company gross receipts generated in any way by Invention One or Invention Two or the Future Inventions during the ten (10) year period commencing on the Termination Date and expiring on the tenth (10th) anniversary thereof.

13. **Limited Company Buy-Out Right.** Within thirty (30) days after the Inventor's death, or within thirty (30) days after the Company commences its Initial Public Offering ("IPO"), the Company, by written notice (the "Buy-Out Notice"), may satisfy its quarterly bonus obligations to the Inventor under Paragraph 3 hereof by paying the Inventor or his estate, as applicable, a lump sum cash payment equal to the fair market value of the quarterly bonus obligations hereunder (the "Buy-Out Price").

The Inventor or his estate and the Company shall attempt to determine the Buy-Out Price through negotiations within thirty (30) days after the receipt by the Inventor or his estate of the Buy-Out Notice. If the negotiations are successful, the Buy-Out Price shall be due and payable, in full, within sixty (60) days after the receipt by the Inventor or his estate of the Buy-Out Notice.

If the negotiations fail, then the Buy-Out Price shall be determined by binding arbitration in accordance with Paragraph 11, with the Buy-Out Price being due and payable, in full, within thirty (30) days after the Buy-Out Price is so determined by binding arbitration.

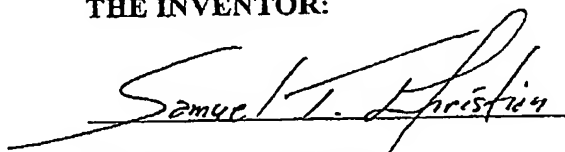
Notwithstanding the foregoing, following the Company's delivery of the Buy-Out Notice

to the Inventor, and until the Buy-Out Price is paid by the Company to the Inventor or his estate, the Company shall continue to remit to the Inventor or his estate the calendar quarterly bonus payments required hereunder, with such calendar quarterly bonus payments remitted to the Inventor or his estate by the Company between the time of the Buy-Out Notice and the time of the Buy-Out Price reducing the Buy-Out Price dollar-for-dollar.

14. Headings. The various headings in this Inventor's Agreement are inserted for convenience only and are not part of the Agreement.

IN WITNESS WHEREOF, the Inventor and the Company have duly executed this Inventor's Agreement as of the day and year first above written.

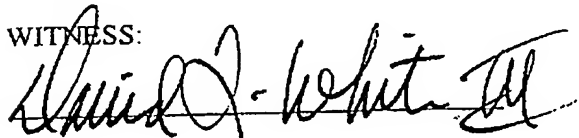
THE INVENTOR:



Dr. Samuel T. Christian


(L.S.)

WITNESS:

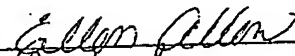



THE COMPANY:

IMI INTERNATIONAL MEDICAL
INNOVATIONS, INC.

By: 
Michael P. Allen
Its: President

ATTEST:

By: 
Its: 

[Corporate Seal]

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Dr. Samuel T. Christian whose name as Inventor is signed to the foregoing Inventor's Agreement and who is known to me, acknowledged before me on this day that, being fully informed of the contents of the foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on Aug. 30, 2000.

Ellen Allen

Notary Public

My commission Expires Notary Public, Alabama State at Large
My Commission Expires September 30, 2003

(NOTARIAL SEAL)

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Michael P. Allen, in his capacity as President of IMI International Medical Innovations, Inc., whose name as the Company is signed to the foregoing Inventor's Agreement and who is known to me, acknowledged before me on this day that, being fully informed of the contents of the foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on Aug. 30, 2000.

Theresa D. Brown

Notary Public

My commission Expires: July 14, 2003

(NOTARIAL SEAL)

ASSIGNMENT

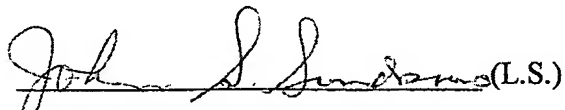
WHEREAS, I, John S. Sundsmo, of Sunnyvale, California, along with Samuel T. Christian of Chelsea, Alabama, have jointly invented new and useful improvements in "PHARMACEUTICAL DOPAMINE GLYCOCONJUGATE COMPOSITIONS AND METHODS OF THEIR PREPARATION" for which an application for United States Letters Patent was filed on July 22, 2003, and assigned Application No. 10/625,645; and

WHEREAS, International Medical Innovations, Inc., whose mailing address is Suite 100, 2871 Acton Road, Birmingham, Alabama 35243, is desirous of acquiring my entire interest in the same;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I, John S. Sundsmo, hereby do sell, assign, and transfer unto said International Medical Innovations, Inc., my entire right, title, and interest in and to said invention and application throughout the world, including, without limitation, any Letters Patent which may issue thereon, and any subsequent application claiming priority to the above-identified application, reissue, reexamination, divisional, continuation-in-part, extension, or continuation thereof and all rights of priority under the Paris Convention arising from said application; the same for International Medical Innovations, Inc.'s legal representatives and assigns, as fully and entirely as the same would have been held by us had this assignment and sale not been made;

AND, I hereby bind myself, my heirs, legal representatives, administrators, and assigns properly to execute without further consideration any and all applications, petitions, oaths, and assignments or other papers and instruments which may be necessary in order to carry into full force and effect, the sale, assignment, transfer, and conveyance hereby made or intended to be made and generally do everything possible to aid International Medical Innovations, Inc., its legal representatives, and assigns, to obtain and enforce proper protection for said invention in all countries throughout the world.

IN WITNESS WHEREOF, I have executed this Assignment this 27TH day of July, 2006.

 (L.S.)
JOHN S. SUNDSMO